DESIGN PROFESSIONAL SERVICES AGREEMENT

PROJECT NO. 81001048 / CONTRACT NO. 1779

FOR HIGH RATE TREATMENT: BLUE RIVER WWTP

WATER SERVICES DEPARTMENT

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and Carollo Engineers, Inc. ("Design Professional"). City and Design Professional agree as follows:

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description. The services to be provided under this Agreement are for the following project (Project) and purpose:

Conceptual design of a 144 MGD high-rate treatment facility at the Blue River wastewater treatment plant consisting of primary treatment and disinfection, Owner's assistance during procurement of a progressive design-build team and contract, and regulatory assistance with permitting and approval of the new facility.

This Project is associated with the Federal Consent Decree regarding the City of Kansas City, Missouri in the Overflow Control Plan. All rules and requirements included in the Consent Decree shall be adhered to. The Design Professional should pay special attention to Section XIII of the Consent Decree as it relates to stipulated penalties.

Sec. 2. Services to be performed by Design Professional. Design Professional shall perform the following Scope of Services:

A. Design Professional shall perform Scope of Services listed in **Attachment A**.

B. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City. A list with the specific requirements is included in **Attachment B.**

C. City shall have the right to inspect and review the work being done and to consult with Design Professional at any reasonable time. Conferences will be held at the request of City or Design Professional.

D. If it is determined to be in the best interest of the work, Design Professional shall replace the project manager or any other employee of the Design Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.

E. City's General Conditions shall be furnished to Design Professional prior to signing this Agreement. If the General Conditions are modified, City will notify Design Professional. If the Scope of Services performed by Design Professional under this Agreement includes construction phase services, then Design Professional shall perform such additional tasks set forth in the General Conditions, including approval

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of Change Orders, and shall comply with the limitations set forth in the General Conditions, except as otherwise amended.

Sec. 3. Term. Unless sooner terminated as provided herein, and unless specific dates for providing services are identified in this Agreement, this Agreement shall remain in force for a period which may reasonably be required for the completion of the services to be provided by Design Professional under the Scope of Services. Work under this agreement shall begin upon written Notice to Proceed.

Sec. 4. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is **$2,350,000.00**, as follows:

1. $1,559,009.00 for the services performed by Design Professional under this Agreement.

2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an Approved Multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of **Attachment C**. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the "Non-Construction Subcontractors Listing" found in **Attachment I**.

   Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City each year that this Agreement is in effect. Revisions will only be made after 12 months have passed from the contract execution date or the most recent rate revision. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on the date the City approves the revised Schedule.

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed $568,238.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractors office personnel labor costs be included in the unit prices for field investigation work.

4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of $222,753.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be

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performed and a maximum billing limit for compensation that has been mutually agreed upon.

5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachment C.** The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
7. Design Professional's Engineering Fee Summary is contained in Attachment C and represents the basis for the maximum amount that City shall pay Design Professional under this agreement.

B. Method of Payment.

1. Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in **Attachment A** and a sum total of hours and costs for each invoice period. Design Professional shall submit a copy of invoices received from its Subcontractors with labor hours per person, salary rate per person, effective salary multiplier, and direct expenses for each Task Series. Design Professional shall also submit monthly project status report with each monthly invoice containing the information defined in **Attachment A**. City, upon approving the invoice, shall remit payment.

C. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
2. No request for payment will be processed unless the request is in proper form, correctly computed, accompanied by a monthly status report, Non-Construction Application for Payment, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
3. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's CREO KC Department.

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Sec. 5. Notices. All notices required by this Agreement shall be in writing and sent to the following:

City:

Water Services Department
Office of the Director
4800 E. 63rd Street
Kansas City, MO 64130
Phone: (816) 513-0304
E-mail address: Andy.shively@kcmo.org

Design Professional:

Carollo Engineers, Inc.
Contact: Wayne Miller
Address: 903 E 104th St. Ste. 230
Phone: (816) 803-8735
E-mail address: wmiller@carollo.com

All notices are effective (a) when delivered in person, (b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, (c) upon receipt after dispatch by registered or certified mail, postage prepaid, (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) business days after the date of mailing, whichever is earlier.

Sec. 6. Merger. This Agreement consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Agreement, including any Attachments and incorporated documents, constitutes the entire agreement between City and Design Professional with respect to this subject matter.

Sec. 7. Conflict Between Agreement Parts. In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Agreement, Part I will be controlling.

Sec. 8. Responsibilities of City. City shall:

A. Make available to Design Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Design Professional in the completion of the work under this Agreement.

B. If required or upon recommendation of Design Professional, retains the services of a soils/geotechnical consultant.

C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Design Professional at any reasonable time.

D. Provide standard City forms as required.

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E. Provide City-Licensed Geographical Information System Data set forth in **Attachment D,** incorporated into this Agreement.

F. Evaluate Contractor's performance at key contractual milestones per the City's Water Service Department's (WSD) Design Professional Evaluation Process. WSD may elect to have additional evaluations during construction phase services or at the end of construction phase if applicable. Evaluations shall be submitted by the WSD Project Manager to the Contractor's Project Manager and Project Principal responsible for delivering the contractual obligations of this Agreement. Contractor shall have the opportunity to comment on the evaluation and request a meeting to discuss the evaluation.

Sec. 9. Attachments to Part I. The following documents are attachments to Part I of this Agreement and are attached hereto and incorporated herein by this reference:

Attachment A – Scope of Services
Attachment B – Electronic Data Requirements
Attachment C – Engineering Fee Summary and Schedule of Position Classifications
Attachment D – Licensed Geographical Information System Data
Attachment E – CREO KC Documents

1. 00450 CREO KC Form 08: Contractor Utilization Plan/Request for Waiver
2. 00450.01: Letter of Intent to Subcontract
3. 00460 CREO KC Form 10: Timetable for MBE/WBE Utilization
4. 00470 CREO KC Form 11: Request for Modification or Substitution
5. 01290.14: Contractor Affidavit for Final Payment
6. 01290.15: Subcontractor Affidavit for Final Payment

Attachment F – Employee Eligibility Verification Affidavit
Attachment G – Truth-In-Negotiation Certificate
Attachment H – Affidavit of Compliance with the Federal Consent Decree Regarding the City of Kansas City, Missouri Overflow Control Plan, Civil Action No. 10-cv-0497-GAF

Federal Consent Decree: an electronic copy of the Consent Decree in Civil Action No. 10-cv-00497-GAF is available at the following web location: *https://www.kcsmartsewer.us/home/showpublisheddocument/6428/637534718121930000*

Attachment I – Non-Construction Subcontractors Listing
Attachment J – Non-Construction Application for Payment

Sec. 10. Subcontracting. Design Professional agrees that it will only subcontract with the subcontractor(s) it has listed on the "Non-Construction Subcontractors Listing", contained in **Attachment I**.

Sec. 11. Contract Information Management System. Design Professional shall comply with City's Contract Information Management System requirements. Design Professional shall use City's Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Design Professional shall maintain user applications to City's provided system for all personnel, subcontractors or suppliers as applicable.

Sec. 12. Minority and Women's Business Enterprises. City is committed to ensuring that

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minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Agreement, Design Professional agrees to comply with all requirements of City's M/WBE Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Design Professional shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment E.** If Design Professional fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Design Professional's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's CREO KC, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Sec. 13. Professional services certification. Code Section 2-83, prohibiting Agreements with certain attorneys, architects, engineers and other professionals thereunder, shall apply to this Agreement. Design Professional certifies that it is not an architect, engineer, or other professional, exclusive of medical doctors or appraisers, who at the time of the issuance of the Agreement, serves as an expert witness for any litigation against City, and that it will not serve as an expert witness for any litigation against City during the term of this Agreement.

Sec. 14. Effectiveness; Date. This Agreement will become effective when the City's Director of Finance has signed it. The date this Agreement is signed by the City's Director of Finance will be deemed the date of this Agreement.

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Each party is signing this Agreement on the date stated opposite that party's signature.

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

I hereby certify that I have authority to execute this document on behalf of Design Professional

Date:_____

By: _____

Name: _____

Title: _____

KANSAS CITY, MISSOURI

Date:_____

By: _____

Name: Andy Shively, P.E.

Title: Deputy Director
Water Services Department

Approved as to form:

_____

Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

_____

Director of Finance Date

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PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

1. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.

2. **Design Professional's Agents** means Design Professional's officers, employees, subcontractors, subconsultants, successors, assigns, invitees, and other agents.

3. **City** means City, its Program Manager/Construction Advisor and any of their agents, officials, officers and employees.

B. Design Professional's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City shall be limited to the coverage and limits of General (not Professional) Liability insurance that Design Professional is required to procure and maintain under this Agreement. Design Professional affirms that it has had the opportunity to recover the costs of the liability insurance required in this Agreement in its contract price.

C. Design Professional shall defend, indemnify and hold harmless City from and against all Claims arising out of or resulting from all acts or omissions in connection with this Agreement caused in whole or in part by Design Professional or Design Professional's Agents, regardless of whether or not caused in part by an act or omission, including negligence, of City. Design Professional is not obligated under this Section to indemnify City for the sole negligence of City.

D. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement.

E. In no event shall the language in this section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 2. Indemnification for Professional Negligence.

Design Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including court costs and reasonable attorneys' fees, to the extent caused by any negligent acts, errors, or omissions of the Design Professional, its officers, employees, subconsultants, subcontractors, successors, assigns, invitees and other agents, in the performance of professional services under this Agreement. Design Professional is not obligated under this Section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec 3. Insurance.

A. Design Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Design Professional shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Design Professional Self-Insured Retention.

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1. Commercial General Liability Insurance: with limits of $1,000,000 per occurrence and $2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be $2,000,000

d. No Contractual Liability Limitation Endorsement

e. Additional Insured Endorsement, ISO form CG20 10, current edition or its equivalent

2. Worker's Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory
Employers Liability

$1,000,000 accident with limits of:
$1,000,000 disease-policy limit
$1,000,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of $1,000,000 written on an "occurrence" basis, covering owned, hired, and non-owned automobiles. If the Design Professional owns vehicles, coverage shall be provided on an "any auto" basis. If the Design Professional does not own any vehicles, coverage shall be provided on a "hired autos" and "nonowned autos" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Design Professional.

4. Professional Liability Insurance with limits Per Claim/Annual Aggregate of $1,000,000.

5. If applicable, Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Design Professional in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

6. If applicable, Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Design Professional in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the

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care, custody, or control of the Design Professional. If not covered under the Design Professional's liability policy, such "property" coverage of the Agency may be endorsed onto the Design Professional's Cyber Liability Policy as covered property.

If the Design Professional maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Design Professional. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Design Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

C. The Commercial General Liability and Commercial Automobile Liability insurance specified above shall contain a cross-liability or severability of interest clause or endorsement and shall contain a provision or endorsement that the costs of providing the insureds a defense and appeal, including attorneys' fees, as insureds, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's responsibility. Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insureds shall be excess insurance. With respect to Commercial Automobile Liability, Commercial General Liability, and any Umbrella Liability Insurance, Design Professional shall require its insurance carrier(s) to waive all rights of subrogation against City and its agencies, officials, officers, and employees.

D. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

E. Design Professional's failure to maintain the required insurance coverage will not relieve Design Professional of its contractual obligation to indemnify the City pursuant to Sections 1 and 2. If the coverage afforded is cancelled or changed or its renewal is refused, Design Professional shall give at least 30 days prior written notice to City. In the event of Design Professional's failure to maintain the required insurance in effect, City may order Design Professional to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

F. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 4. Design Standards and Endorsement.

A. Except as otherwise directed in writing by City, in the performance of services under this Agreement, Design Professional shall comply with all design standards required by federal, state, local laws or codes including but not limited to all applicable provisions of:

1. Title II of the 2010 ADA Standards for Accessible Design as amended from time to time;
2. the Clean Air Act(42 U.S.C. 7401 *et seq.* and the Clean Water Act (33 U.S.C. 1251 *et seq.*

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3. the Missouri Clean Water Law (Chapter 644 RSMo) together with any accompanying regulation(s) contained in the Missouri Code of State Regulations (CSR Title 10), as well as any implementing permits; and
4. Kansas City Code Sec. 3-71. LEED gold standard.

Design Professional shall notify and explain to City any applicable exceptions under these acts.

B. Design Professional shall use all design standards recognized and used in the industry in the performance of services under this agreement. Design Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Design Professional. All subcontractors as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.

C. Design Professional shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by Design Professional or any subcontractor to Design Professional.

Sec. 5. Copyright and Ownership of Documents.

A. Design Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived, reduced to practice or made by Design Professionals or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Design Professional or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Design Professional is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Design Professional hereby assigns to City any rights it may have in such copyrightable works. Design Professional shall cooperate with City in obtaining any copyrights or patents.

B. Original documents, including plans, specifications, reports, maps, models and renderings, including electronic media, prepared or obtained under the terms of this Agreement shall be delivered to and become the property of City and basic survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Design Professional will be removed and the Design Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Design Professional will be removed.

Sec. 6. Governing Law.

This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Design Professional: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

Sec. 7. Compliance with Laws.

Design Professional shall comply with all federal, state and local laws, ordinances and

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regulations applicable to the work and this Agreement. Design Professioanl shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

Sec. 8. Termination for Convenience.

A. City may, at any time upon ten (10) days notice to Design Professional specifying the effective date of termination, terminate this Agreement, in whole or in part. If this Agreement is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Design Professional shall prepare an accounting of the services performed and money spent by Design Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Agreement is terminated prior to Design Professional's completion of services, all work or materials prepared or obtained by Design Professional pursuant to this Agreement shall become City's property.

C. If this Agreement is terminated prior to Design Professional's completion of the services to be performed hereunder, Design Professional shall return to City and sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Agreement. Design Professional shall prepare an accounting of the services performed and money spent by Design Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 9. Default and Remedies.

If Design Professional shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Design Professional notice and opportunity to correct such default or breach.

Sec. 10. Waiver.

Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Design Professional to which the same may apply and, until complete performance by Design Professional of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 11. Acceptance.

No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

Sec. 12. Modification.

Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City.

Sec. 13. Headings; Construction of Agreement.

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the

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same as if such words had been fully and properly written in that number or gender.

Sec. 14. Severability of Provisions.

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provisions(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 15. Records.

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity Department, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

B. Design Professional shall maintain and retain all Record for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Design Professional shall provide access to City of all Records upon ten (10) days written notice from the City.

C. The books, documents and records of Design Professional in connection with this Agreement shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity Department and the City department administering this Agreement within ten (10) days after the written request is made.

Sec. 16. Tax Compliance.

Design Professional shall provide proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a precondition to the City making the first payment under this Agreement or any Agreement renewal when the total Agreement amount exceeds $160,000.00. If Design Professional performs work on an Agreement that is for a term longer than one year, the Design Professional also shall submit to the city proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a condition precedent to the city making final payment under the Agreement.

Sec. 17. Assignability and Subcontracting.

(a) Assignability. Design Professional shall not assign or transfer any part or all of Design Professional's obligation or interest in this Contract without prior written approval of City. If Design Professional shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit Design Professional from subcontracting as otherwise provided for herein.

(b) Subcontracting. Design Professional shall not subcontract any part or all of Design Professional's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Design Professional shall subcontract any

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part of Design Professional's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Design Professional of any of its responsibilities under the Contract, and Design Professional shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Design Professional, and to require that any subcontractor cease working under this Contract**.** City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Design Professional shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Design Professional's services hereunder.

Sec. 18. Conflicts of Interest.

Design Professional certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Design Professional in this Agreement.

Sec. 19. Conflict of Interest - Certification.

Design Professional certifies that Design Professional is not an expert witness for any party in litigation against the City at the time of the issuance of this Contract.

Sec. 20. Buy American Preference.

It is the policy of the city that any manufactured goods or commodities used or supplied in the performance of any city Agreement or any subcontract hereto shall be manufactured or produced in the United States whenever possible.

Sec. 21. Independent Contractor.

Design Professional is an independent contractor and is not City's agent. Design Professional has no authority to take any action or execute any documents on behalf of City.

Section 22. Employee Eligibility Verification.

If this Contract exceeds five thousand dollars($5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/program/gc_1185221678150.shtm . For those Design Professionals enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Design Professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Design Professional shall submit affidavit and attachments to City prior to execution of the contract, or at any point during the term of the Contract if requested by City.

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Sec. 23. Quality Services Assurance Act.

If this Contract exceeds $160,000.00, Design Professional certifies Design Professional will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least $15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Design Professional an exemption.

Sec. 24. Anti-Discrimination Against Israel.

If this Contract exceeds $100,000.00 and Design Professional employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Design Professional certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Sec. 25. Title VI of the Civil Rights Act of 1964.

Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Design Professional shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Sec. 26. Non-Discrimination in Employment.

Design Professional shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Design Professional shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Sec. 27. Ban the Box in Hiring and Promotion.

Pursuant to Section 38-104, City Code Ordinances, Design Professional shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

Notwithstanding, Design Professional may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

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Sec. 28. Affirmative Action.

If this Contract exceeds $300,000.00 and Design Professional employs fifty (50) or more people, Design Professional shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Design Professional warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Design Professional shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 38 of City's Code. CONTRACTOR shall:

a. Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Design Professional has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.

b. Submit, in print or electronic format, a copy of Design Professional's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Design Professional does not possess a current certification of compliance, Design Professional shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.

c. Require any Subcontractor awarded a subcontract exceeding $300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

d. Obtain from any Subcontractor awarded a subcontract exceeding $300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Design Professional shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. This is a material term of this Contract.

The City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Design Professional fals, refles or neglects to comply with the provisions of Chapter 38 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and Design Professional may be declared ineligible for an further contracts funded by City for a period of one (1) year. This is a material term of the Contract.

Sec. 29. Prevailing Wage. If the Agreement exceeds $75,000.00 and any of the Services performed by Design Professional includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri

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Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Design Professional shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Design Professional shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Design Professional fails to notify the City.

Section 30.Truth-In-Negotiation Certificate.

The Design Professional shall complete and execute the Truth-In-Negotiation Certificate attached hereto as **Attachment G** and incorporated herein simultaneous with the Design Professional's execution of this Agreement.

Section 31. Consent Decree Project

The Project being performed by the Design Professional pursuant to this Agreement is subject the Consent Decree entered on September 27, 2010 in the U.S. District Court for the District of Western Missouri, by an between the United States of America, the State of Missouri, and the City of Kansas City, Missouri. The City shall incur significant stipulated penalties in the event that the Project is not completed within the time period required by the Consent Decree. In such case, the Contractor understands that **TIME IS OF THE ESSENCE** hereunder. The Design Professional shall be liable for the actual damages in the amounts set forth below, if the Design Professional fails to fully perform the Project, Scope of Work, Work Product, and Other Services as required hereunder in accordance with the completion schedule and milestones accepted by the City and specified herein. This includes the Design Professional's performance of the Scope of Work, Work
Products, provision of all services, and submission in a form acceptable to the City.

The Design Professional understands and agrees that **TIME IS OF THE ESSENCE** and in the event the Project is not completed within the time period required by the Consent Decree, City shall incur significant stipulated penalties. In the event the Design Professional fails to meet and

achieve the completion schedule and milestones approved by the City, Design Professional shall be liable for actual damages to be incurred per day as follows:

Day 1 through Day 30 - $1000 per day;
Day 31 through Day 60- $2000 per day;
Day 61 and thereafter - $4000 per day.

These actual damages, along with any and all other damages, costs, and expenses incurred by the City in connection with this Agreement shall be the liability and obligation of the Design Professional. This shall not be the sole remedy of the City and City expressly reserves all rights and remedies available at law or in equity.

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ATTACHMENT A

SCOPE OF SERVICES

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ATTACHMENT A SCOPE OF SERVICES

Design Professional:	Carollo Engineers, Inc.
Owner:	City of Kansas City, Missouri
Project:	81001048 High Rate Treatment: Blue River WWTP
Contract No:	1779

I. GENERAL

The following paragraphs provide a general description of the WORK required of this Scope of Services. Section III – BASIC SCOPE OF SERVICES and Section IV – OPTIONAL SERVICES, to the extent authorized by the CITY, describe in detail the professional services to be provided by DESIGN PROFESSIONAL (DP). The general description of the WORK below is not intended to specify WORK that is not detailed in Section III and Section IV.

A. The Project. The Water Services Department wishes to contract with a DP to provide Conceptual Design and Owner's Advisory services for High Rate Treatment: Blue River Wastewater Treatment Plant (WWTP) at 7300 Hawthorne Road, Kansas City, MO 64120. This Project will include, to the extent specified in Section III – Basic Scope of Services:

1. Project management and management of subcontractors for the work specified herein.
2. Provide input as directed for any consent decree modifications discussions by the CITY.
3. Provide input as directed for any Missouri DNR negotiations.
4. Review the 2017 Wastewater Master Plan's Technical Memorandum No. 4 (TM4) to update based on the work executed in this contract.
5. Provide Owner's Advisor services for procurement and progressive design-build construction of the wet weather treatment facilities.
6. Develop and provide BIM model updates.
7. Provide regulatory support as directed in coordination with other contracts.
8. Provide 10% design of new wet weather treatment facilities at Primary Site.

B. Federal Consent Decree. This Project is included in the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Smart Sewer Program (SSP), formerly Overflow Control Program. As such, the requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL and its subconsultants and subcontractors.

C. Background Information and General Description of Activities.

1. The CITY, acting through its Water Services Department (WSD), is undertaking this Project as mandated by the Federal Consent Decree to prepare conceptual design and Owner's Advisor services for the High Rate Treatment: Blue River WWTP project as part of the Smart Sewer Program (SSP).
2. Detailed design for identified systems and equipment may also be included in this project.
3. Previous reports, including the 2017 Wastewater Master Plan's TM4, operations data,

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lab data, and as-built drawings shall be made available to the DP, as available.

4. DP shall use e-Builder document management system.
5. DP shall use a scheduling system such as Microsoft Project or P6.
6. DP shall provide an S curve indicating scope progress and spending with all invoices.
7. DP shall submit meeting agendas and expected DP attendees at least 2 days prior to each meeting and distribute draft meeting minutes within two business days of the meeting.
8. DP shall perform extensive site investigations including but not limited to: review of existing geotechnical reports, additional geotechnical soil work recommended by the DP as Optional Services, utility and process piping surveys in the primary treatment area of Blue River WWTP, piping and process equipment identification above grade, review of existing drawings and site plans. The above works shall be limited to the existing facilities that are impacted by the Blue River WWTP Wet Weather Treatment Facilities. The DP shall develop a Building Information Model (BIM) for the new facilities. The BIM shall be consistent with generally acceptable industry standards for level of detail at the preliminary design stage. The final format of the model will be selected by WSD using a standard commercially available program. At the end of preliminary design, the DP shall transmit the BIM to the Design-Builder or Designer (i.e., 3rd Party) in its native format. The 3rd Party may use the model for design progression and/or to the further develop the model to a completed level.
9. DP shall provide a preliminary (10%) design developed for progressive design build project, along with associated deliverables outlined within the Basic Scope of Services, for the new wet weather treatment facilities.
10. DP shall prepare a recommendation for project delivery method(s), recommendation for expansion of the Contractor pool, and construction phasing based on constructability, risk, and other factors.

D. Follow-On Phases. At the discretion of the CITY, and after completion of the Project, the DP may be requested to provide other services, including additional design work, construction phase services, and providing construction management and resident project representative (RPR) services during construction of improvements at the Blue River WWTP and other associated locations.

E. Coordination. The DP shall coordinate as necessary with regulators, Army Corp of Engineers, Department of Planning and Development, Storm Water Utility Engineering, MARC, potential industrial users, other utilities, City vendors, and City consultants contracted to complete other projects for the City that could impact the Blue River WWTP, potentially including Regulatory Compliance Assistance, the SCADA project, Blue River Biosolids, Blue River Screen House, the Smart Sewer Program Annual Contract, CDM Smith on Birmingham WWTP alternatives development, Blue River Grit and Fine Screens, Blue River Primary Power Pen, and other tasks associated with the Blue River WWTP Facility Plan Project.

F. Responsibilities of CITY and SSP Team.

1. The CITY's assigned project manager will coordinate communication and all activities with CITY staff including other City Departments.

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2. The CITY's assigned project manager will serve as the primary point of contact with the DESIGN PROFESSIONAL.

3. The SMART SEWER PROGRAM MANAGEMENT TEAM (SSP Team) is defined as the specific employees of the CITY and the CITY's Smart Sewer program management consultant and their sub-consultants responsible for oversight of the Smart Sewer Program on behalf of the CITY. SSP Team does not include all employees of the various CITY departments that will be involved in the project development. The DESIGN PROFESSIONAL shall work directly with the SSP Team throughout the project.

G. Task Series Listing. This Basic Scope of Services is organized under the following Task Series:

1. Task Series 100 – Project Management and Administration
2. Task Series 200 – Conceptual (10%) Design
3. Task Series 300 – Owner's Advisor Services – Progressive Design Build Preconstruction Oversight
4. Task Series 1000 – Optional Services

H. Construction Procurement. Unless otherwise specified or determined, 100% Design documents developed by DP will be of sufficient detail for the CITY to obtain bids through a conventional bidding process. 60% Design documents developed by DP will be of sufficient detail for the CITY to obtain bids through its JOT/IDIQ process. Conceptual Design Documents (10%) shall be of sufficient detail for the CITY to obtain bids through the standard CITY progressive design-build process.

I. Travel. DP shall request pre-approval of non-local travel expenses prior to travel. The CITY's Project Manager may approve or disprove the requested travel expense. Any travel request after the fact shall be denied.

J. Explicit Responsibilities. The Scope of Services explicitly sets forth what DP will perform and does not implicitly put any additional responsibilities or duties upon DP. The DP agrees to provide the specific Basic Services as identified herein. Work not specifically discussed herein shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.

K. Closeout. Design Professional will provide deliverables and requested backup files. Civil Rights and Equal Opportunity (CREO) completion forms and other required documents will be submitted before final payment.

L. Capital, Annual, and Total Ownership Cost Opinions. All opinions of probable construction cost developed will generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 with regard to methodology and accuracy. Since DP has no control over the cost of labor, material or equipment furnished by others not under contract to DP, DP's opinion of probable cost for construction, of the Work will be made on the basis of experience and qualifications as a DP. DP does not guarantee that proposals, bids or actual project costs will not vary from DP's opinions of probable cost. The cost opinions' level of accuracy presented by DP will be as noted for in subsequent paragraphs of this Scope of Services. All opinions of probable construction, operations, and maintenance costs will be made on the basis of experience and qualification as a DP. DP does not guarantee that actual operations and maintenance costs will not vary from the DP's opinions of probable

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operations and maintenance costs. DP will utilize design-build cost estimators and best practices from the construction community and design community to develop their capital cost model. DP will utilize O&M specialists in the development of the O&M model. Resumes for the cost estimators and O&M specialists will be provided to WSD for approval before cost estimating tasks begin. DP shall immediately notify the PM if the estimates are over the construction budget after initial QA. City reserves the right to call a cost estimate review meeting at WSD offices or the DP offices where the cost estimating team is based. Project Work shall include the "below the line factors" for each estimate.

M. Design professional shall not use or allow usage of any AI software during any meetings with City staff.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

A. Project Milestones

1. Task Series 200 shall be completed within 240 calendar days following the CITY's issuance of a NTP.
2. All tasks identified in this Scope of Services, except those identified as Optional Services, shall be performed within 365 calendar days of the written NTP. The completion schedule will be extended by the CITY for delays beyond the control of the DP as approved by the CITY.
3. DP may suggest schedule modifications to the scope of work

General Assumptions:

1. The DP assumes that the level of effort for all the Tasks and Subtasks contained in this Scope of Services will be in accordance with and will not exceed the total hours, rates, and expenses as shown in the fee spreadsheet accompanying this Scope of Services. Variations in levels of hours, rates and expenses may occur depending on the actual execution of the work and corresponding workload, and may vary from the level of effort planned and budgeted. The DP will notify the CITY if and when it becomes apparent that tasks are underfunded, and that additional budget may be required. The DP will work with the CITY in determining whether task budget shortfalls can be addressed through re-allocation of other task budgets and/or Scope of Services changes, or if additional budget is required through an approved Optional Service or Contract Amendment. Additional technical assistance, or other assistance not specified herein, if required and authorized in writing will be performed by the DP as an approved Optional Services authorization and/or Contract Amendment.
2. The DP assumes that the Procurement Services under Task Series 300 Tasks and Subtasks will be completed as Progressive Design Build (PDB) procurement. The DP's services are budgeted to cover fees through development of the associated Request for Proposals (RFP), based on the level of effort expressed in the fee spreadsheet accompanying this Scope of Services. Extensions to the Procurement Process and/or PDB Baseline will result in additional effort for which the DP will be compensated via Optional Services authorization and/or Contract Amendment.
3. The DP assumes that annual contract amendments will be approved each year through duration of the design, construction and commissioning phase of the Project. Annual amendments will be approved in advance of this annual period to provide continuity on the Project and minimize interruptions to DP services.
   DP will coordinate with the City and its contractors as it pertains to providing data for the City's integrative planning efforts, as well as, reviewing feasibility and cost effectiveness of project sequencing..

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III. BASIC SCOPE OF SERVICES

The following Task Series describe the Basic Scope of Services to be provided by the DP under the Contract.

TASK SERIES 100 – Project Management and Administration

The time and labor described in the following subtasks are based on the assumption that Wet Weather Treatment Facilities to be designed and constructed at the Blue River WWTP are based on Alternative No. 1C as identified during fiscal year 2025; and that procurement and construction will be through the Progressive Design-Build process.
DP will manage, direct and oversee each element of Basic Services identified herein and subcontractor employed by the DP in completion of the Work. The following management activities will be provided by DP during execution of the Work associated with design, procurement and construction oversight for the new wet weather treatment facilities.

Task 101 Project Management Services

Provide project management services necessary throughout the scope of this project to successfully manage and complete the Work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls.

Task 102 Monthly Invoicing and Project Status Reports

Prepare and submit monthly invoices (showing, by task series, staff name including classification, direct hourly rate, multiplier, and hours worked) on a form acceptable to the CITY and provide a monthly project status report which shall accompany the monthly invoice submittal. Invoice submittal hourly rates MUST match those submitted upon contract execution, annual update, or the latest Amendments, whichever is the most recent. If applicable, a list of the tasks in progress or completed shall be included in the monthly project status report (PSR) attached with each invoice. The monthly progress status reports shall document work progress, the percentage of completed work, earned value, schedule status, and budget status. The monthly project status report shall identify work performed by DP, the work activities anticipated to be performed the next month, action items required by CITY, previous decision items, potential to go over budget along with corrective actions, and potential project scope variances with corrective actions. A short narrative shall be provided to describe the work activity performed for each task within each Task Series. DP shall provide WSD with a narrative description of individuals' work, if requested. PSRs shall include a table containing the date of the most recent invoice from each subcontractor included in this invoice to the City. DP shall provide subcontractor reasoning for subcontractor invoices that include billing work performed greater than 50 days old, from date of subcontractor invoice. Updated Attachment C – Schedule of Position Classifications can be submitted to the CITY annually following NTP.

A project schedule shall be developed and maintained by the DP in Primavera (P6) or Microsoft Project. The schedule shall be updated to reflect the progress reported in the status report. A short narrative shall be provided to describe the work activity performed for each task within each Task Series.

1. If the schedule is produced in Primavera the layout shall include the following, in order.

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a. Activity ID, Activity Name, Original Duration (OD), Remaining Duration (RD), Percent Complete (%), Start, Finish, Late Start, Late Finish, Total Float (TF), Baseline Variance (BL VAR), Predecessors, Successors, Resource ID (if requested).

2. If the schedule is produced in Microsoft Project the layout shall include the following, in order.
    a. Task ID, Activity Name, Original Duration (OD), Remaining Duration (RD), Percent Complete (%), Actual Start, Actual Finish, Start, Finish, Late Start, Late Finish, Free Slack, Baseline Variance, Predecessors, Successors, Resource ID (if requested).
3. Schedule shall be submitted in eBuilder, monthly, one week prior to invoicing for approval. DESIGN PROFESSIONAL shall include the approved schedule with the monthly invoice submittal.

If the schedule falls behind contractual dates, DESIGN PROFESSIONAL shall propose a recovery schedule and plan for approval.

Deliverables

- Monthly invoices and PSRs
- Monthly schedule updates

Task 103 Subconsultant Agreements and Administration

Prepare a scope, budget, schedule, and agreement for its subconsultants involved in the Project. Conduct coordination meetings as required to prepare subconsultant agreements, to review deliverables, and to execute the defined scope of work. Provide administration of subconsultant agreements and subconsultant work including deliverables, subcontractor invoicing, and schedule maintenance. Prepare monthly M/WBE subcontractor utilization reports and submit in the required format to the CITY's CREO Department.

Task 104 Quality Control

DP's Quality Control Program will be implemented on all phases of the project to provide an independent review of the work. Quality control reviews will include checks for conformance with regulatory agency requirements, completeness and correctness of evaluations, design accuracy, feasibility of implementing recommendations, and adherence to contract requirements.

Task 105 Project Kickoff Meeting

After Notice to Proceed is given by CITY, DP shall organize and conduct a Project Kickoff Meeting with the CITY to review and establish project goals, lines of communication, project procedures, DP's proposed Work Plan, and other logistics of project execution, including anticipated Project schedule, cost-loaded schedule consisting of the projected project S-curve, expected MBE/WBE utilization schedule, and content of subsequent monthly progress meetings. Prepare and submit an agenda to CITY Staff 3 business days prior to the meeting and prepare and distribute the meeting minutes within 3 business days of the meeting date.

Deliverables

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- Agenda
- Meeting minutes

Task 107 Progress Meetings

Participate in up to (11) monthly progress meetings with CITY to provide updates of work progress, budget and schedule status, current issues, variances in the potential scope of work, review Action Items, Decision Logs, and potential cost savings proposals. Anticipated future activities and CITY action items will be discussed. DP will prepare and submit an agenda to CITY 2 days prior to each meeting and prepare/distribute meeting minutes within 2 business day of the meeting.

Deliverables

- Agenda
- Meeting minutes

Assumptions

- The number of monthly meetings is dependent on actual NTP. The number of meetings will be updated for each approved Amendment.

TASK SERIES 200 – Conceptual (10%) Design Services

As part of the FY25 evaluation of Wet Weather Treatment Alternatives (as part of the Blue River WWTP Facility Plan Project), the DP assessed three alternatives for wet weather treatment related to compliance with the USEPA Consent Decree requirements. These alternatives were developed to 3% design and included:

1. 144-mgd of primary clarification:
    a. 4 new clarifiers on primary site.
    b. 3 new clarifiers + CEPT on primary site.
    c. 2 new clarifiers + CEPT on primary site.
    d. Re-use of existing 4 primary clarifiers.
2. 144-mgd of cloth media filters (high-rate treatment) at the primary site.
3. 72-mgd primaries and 72-mgd cloth media filters at the primary site.

For this Scope of Services, the 3% design of Alternative 1C will be advanced to 10% design level. These design documents will be utilized as bridging documents for a progressive design-build project. Services will also be provided to develop a scope of work for potential design-build teams to evaluate an alternative technical concept to the Alt 1C design.

Task 201 – Delivery Analysis and Expansion of Contractor Pool

DP will facilitate one (1) dedicated meeting with the CITY to review feasible options for project delivery and identify possible design-build teams to contact in regards to promotion of the project to help facilitate awareness locally in pursuing a design-build project for this work.

Task 202 – Basis of Design (10%)

The DP's anticipated level of effort for Conceptual Design is based upon development of up to a

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10% preliminary design and Basis of Design Report (BODR) to support the procurement of a design-builder under a progressive design-build delivery, with an estimated design-build construction value that is within the City's currently approved budget for the Consent Decree High-Rate Treatment project.

DP will work with CITY to determine the desired level of design development consistent with the progressive design-build delivery method for each major element of work prior to subsequent design development activities or preparation of design/construction procurement documents. Effort will include the specific design element types, desired level of detail and control to be developed, and corresponding justification for the level of design definition, based on the individual project elements. DP will facilitate two (2) design workshops with CITY staff. DP will develop draft and final BODR and associated preliminary design documents.

202.1 – Conceptual Design Workshop

After Notice to Proceed is given by CITY, DP shall organize and conduct a Conceptual Design Workshop with the CITY to review and establish design goals, lines of communication, logistics of project execution and to confirm the scope of work.

Deliverables

- Decision Log

202.2 – Conceptual Design Drawings

Prepare conceptual design drawings identifying the proposed location of the high-rate treatment facilities, as proposed during the alternatives analysis in FY 2025. Additionally, drawings should include structural details such as foundations, architectural building envelope and building section for new structures. The drawings shall have sufficient detail to proceed with the development of a progressive design-build RFP. The preliminary drawings will identify known conflicts with existing infrastructure. The drawings will be generated from the BIM described in Task 202.3.

DP will develop conceptual design drawings. listed below, at a minimum, to be included with the BODR:

a) Process flow diagrams and schematics
b) Process and instrument diagrams (P&IDs) with provisional locations of sensor locations. General locations of sensor types will be shown on plans. Exact location of each sensor and type is excluded.
c) Site Drawings showing the location and general arrangement of existing and new facilities with planned site work improvements
d) Plan views of new wet weather treatment facilities with equipment layouts
e) Section cuts of new construction
f) Electrical one-line diagrams

Drawings are to be developed for each area and discipline and will match the discipline narrative in Task 202.5.

Discipline	%	10% Conceptual Drawings

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Process	60	• Process flow diagram (PFD). • Site plan of major processes and structures. • Hydraulic profile • • Plan and section drawings adequate to convey the design concepts of major process structures.
Site Civil	2	• Basic yard drawings showing initial routing of major piping (>12"). • Plans that identify significant areas of grading. • Process tank and building locations and new roadways.
Geotechnical	10	• Boring plan.
Structural	2	• Drawings that indicate wall and slab size
Mechanical (process equipment and piping)	10	• Major piping and valves (>12") shown on the site plan; and piping and valves (>2") as indicated from the PFD on the process drawings • Drawings to indicate layout, configuration and sizes of major process equipment.
HVAC	2	
Plumbing	1	
Architectural	0	
Electrical and misc. I&C	2	
P&IDs	30	PI&Ds with process equipment and instruments.
Sequences of Operation, Control Block Description, Control Description Narrative	0	-
Floor Plans	20	Floor plans and demolition

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Deliverables

- Draft and Final Design Drawings

202.3 – Conceptual Design BIM

DP will develop a BIM for the new facilities to be constructed in this project. The 3D model will be advanced sufficiently for use for the conceptual design drawings.

Upon completion of the conceptual design and model development, the BIM will be available for potential design-build teams or selected Design-Builder or Designer (i.e., 3rd Party) in its native format to take the BIM to the final level, including integration of BIM into WSD's ArcGIS geodatabase.

Deliverables

- BIM model file

202.4 – Probable Construction Costs

DP will prepare preliminary opinion of probable cost based on previous decisions, historical cost information, budgetary quotes from vendors (when appropriate), and good engineering judgement. DP will detail documents/decisions used for basis of cost. This estimate will be a Class 4 estimate consistent with AACE standards; the expected accuracy on the low end will be -15 to -30 percent and the expected accuracy on the high end will be from +20 to +50 percent. DP will organize the cost estimate in the same cost model format anticipated to be used by the selected Design-Builder, including direct costs (with allowances and contingencies) and indirect costs (i.e., general conditions, bonds, insurances, taxes, Design-Builder fee). DP shall provide a list of cost deductions that will bring the Project within the CIP budget assuming the highest AACE inaccuracy in the event that the Project is over budget. The list of deductions should give several options for the CITY to meet the Project budget.

Deliverables

- Class 4 cost estimate.

202.5 – Draft Basis of Design Report

DP will prepare a BODR for the Project as a summary of the preliminary design, including a summary of findings of any site investigations, geotechnical investigation, constructability concerns, phasing concerns, permitting requirements, and total cost of ownership of the proposed work including the preliminary opinion of probable construction cost for the Project (Task 202.4). The BODR shall provide preliminary sizing and recommended manufacturers of any major equipment items. The BODR shall also include computations and analyses addressing system performance issues, major component design criteria (not outline specifications), preliminary drawings, and a summary of any additional memoranda not already included in the BODR. The BODR shall include design criteria for each applicable engineering discipline and architecture. The level of detail in the BODR shall be sufficient to proceed with the development of a progressive design-build RFP.

The BODR will document the basis of the preliminary design through the inclusion of:

2) Major component design criteria for the following engineering disciplines:
    i) Civil site work, including major yard piping and stormwater elements to address sediment and erosion control
    ii) Unit processes and process piping
    iii) Architectural
    iv) Structural
    v) Building mechanical, including HVAC, plumbing and fire protection, as required
    vi) Electrical and power supply
    vii) Instrumentation and control
3) Preliminary control strategy narratives
4) Preliminary equipment list with equipment tagged per WSD standards
5) Preliminary code classification tables including NFPA designations

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6) Draft description of construction sequencing and construction constraints for component construction, modification and/or replacement
7) Electronic copy of BIM in its native format.
8) Preliminary specifications table based on proposed improvements
9) Preliminary list of control block descriptions/sequences of operations for equipment
10) Preliminary list of control points
11) Table F-1 showing fixed and indicative criteria, and design criteria.

Deliverables

- Draft BODR

202.6 – Conceptual Design Review Workshop

DP will schedule and conduct a review meeting with the CITY. During this meeting the draft BODR will be presented. Any comments received from the CITY prior to and during the workshop will be addressed and discussed and key decisions documented in a Design Decision Log.

Deliverables

- Updated Decision Log

202.7 – Final BODR with Conceptual Design Documents

The Final BODR will incorporate revisions agreed upon during the review meeting. The BODR will then be finalized and delivered to the CITY. The Final BODR shall be signed and sealed by a Professional Engineer (PE) registered in the state of Missouri.

Deliverables

- Final BODR

202.8 – Alternative Technical Concept Design TM

DP will develop a scope of work to be incorporated into the RFP (Task 301.3, below) for use by the progressive design-build proposers to develop an Alternative Technical Concept (ATC) Technical Memorandum (TM) for the alternative concept to re-purpose the existing primary clarifiers at the Blue River WWTP for wet weather treatment with the goal of preserving space on the south ash lagoon site for future solids handling. The concept would consider early construction of new dry-weather primary clarifiers on the Blue River WWTP secondary site. The scope of work will define the work breakdown structure and proposed outline for items to be addressed in the design-builders' TM. The DP will also prepare an informational package summarizing previous related information and efforts, including presentations, conceptual design documents, write-ups, etc. that will be made available to design-build teams to help guide their investigation and TM development.

Deliverables

- Scope of work for ATC TM to be included in progressive design-build RFP (to be developed in Task 301.3)

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Task 203 – Geotechnical Investigation

It is assumed that geotechnical borings and investigations have recently been performed by Others in the vicinity of construction for this Project, and that this data will be available to the DP for review. DP will review existing geotechnical reports (desktop study) to determine if they are sufficient for designing structural foundations and will provide up to 6 spot borings. DP will use the results attained from the spot borings to augment the desk top geotechnical study. DP will provide additional geotechnical engineering services including exploratory field work, laboratory and field testing, and preparation of additional geotechnical reports as an Optional Service, if required.

The geotechnical desktop study report will be augmented with spot boring information, shall include professional interpretations/opinion of the probable soils to be encountered, and shall discuss the general soil and ground water conditions underlying the site; present the relevant engineering properties of the existing soils; provide excavation and earthwork recommendations, including minimum setbacks from adjacent structures; and recommend design criteria and parameters for pipe bedding and other earth supported improvements. DP will submit initial geotechnical report to CITY for review and comment. DP will revise the report to address review comments and include the final report as an appendix to the BODR.

Task 204 – HEC-RAS Model of Blue River

Treated effluent from these new wet weather treatment facilities will discharge to the Blue River upstream of its discharge into the Missouri River. The elevation of the Blue River can impact the hydraulics of the new wet weather treatment facilities. DP will perform a hydraulic analysis for Blue River from a minimum of 1000-lf upstream of the CSO Outfall to the confluence with the Missouri River using the Hydrologic Engineering Center River Analysis System (HEC-RAS) model (latest version). This analysis will be conducted to determine the water surface elevations in the Blue River for the 2-, 5-, 25-, 50-, and 100-year flood frequency intervals; as well as evaluate the impacts of the Missouri River on Blue River near the CSO outfall.

DP assumes that the City's existing HEC-RAS model and ArcGIS data is available and can be used to create a geographically correct creek centerline. Any supplemental field survey data required to capture any existing hydraulic structures along the river or for establishment of cross-sections to simulate hydraulic characteristics will be covered by an Optional Services authorization. If additional analysis is required on the Missouri River to complete the hydraulic analysis of the Blue River, this work can also be authorized via Optional Services.

The results from this analysis will be ranked based on applicability and potential risk to the design of the wet weather treatment facilities. The results, ranking, and recommendations will be summarized in a TM as an appendix to the BODR, and used to determine the design high-water elevation at the outfall in Blue River for use in designing the new high-rate treatment facilities.

Task 205 – Anti-Degradation Analysis

DP will conduct a high-level preliminary review and evaluation of Missouri DNR's requirements for an Antidegradation Review Analysis that may be needed to support the issuance of a new NPDES discharge permit for the wet weather outfall, and document findings in a Project Memo for the City's review and information. If it is determined that an Antidegradation Review

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Analysis supporting the design and construction of the Consent Decree Wet Weather Treatment facilities is required, the work associated with preparation and submittal of this document will be authorized as an Optional Service.

Deliverables

- Project Memo summarizing determination for an Antideg Analysis.

Task 206 – SRF Loan Application Assistance
Complete SRF Program Application for assistance on behalf of CITY. The CITY shall provide financial information and other pertinent data, as required, to complete the application.

Deliverables

- SRF Application documents, completed with the information available to DP.

Task 207 – Fiber Loop Design
DP will develop 3% planning level evaluation for a new fiber loop design within the Blue River WWTP site boundary. DP will meet with the CITY to define the goals and objectives of the loop design; collect necessary information of the existing network through review of existing documents and drawings and site investigations; assess any existing infrastructure; and recommend the optimal layout for the new fiber loop. The evaluation will be summarized in a technical memorandum (TM) and will include demolition and new SCADA Architecture drawings.

Deliverables

- Draft and Final Fiber Loop Design Drawings

Task 208 – Other Review Workshops
Throughout the execution of the Basic Scope of Services, the DP will schedule and facilitate up to one (1) in-person, and two (2) virtual review meetings to review design decisions and progress, as needed.

TASK SERIES 300 – OA Services – Progressive Design-Build Preconstruction Oversight

Task 301 - PDB Procurement
DP will serve as Owner's Advisor (OA) to the CITY during the procurement and construction for the Consent Decree Wet Weather Treatment Facilities designed in Task Series 200. DP anticipates that the CITY will procure the Consent Decree Wet Weather Treatment Facilities utilizing a two-step best value selection process that includes a Request for Qualifications (RFQ) to shortlist qualified teams followed by a Request for Proposal (RFP).

301.1 – Procurement Planning
DP will meet with City to confirm basis of documents for developing the RFQ and RFP packages and the procurement schedule. The DP will provide assistance with developing the strategic approach for evaluating both technical and cost proposals. This includes facilitation of a half-day in-person DB Selection Strategy Workshop that will allow for key City stakeholders to inform the selection process.

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301.2 – Develop RFQ

DP will prepare a draft RFQ document that contains a project description, key success factors, project schedule, preliminary responsibility description, preliminary permitting information, minimum technical requirements, minimum financial requirements, Statement of Qualification (SOQ) submittal requirements, SOQ evaluation and shortlisting procedures, and other information as necessary in order to facilitate the preparation of thorough SOQ responses by the potential design-build teams. The draft RFQ document will be distributed to CITY staff for review and comment.

DP will facilitate one two-hour RFQ workshop attended by CITY staff (and other project stakeholders as required) to review and discuss the draft RFQ document. DP will incorporate comments and necessary revisions on the draft RFQ into a final RFQ document and provide to the CITY in electronic format for advertising, posting and distribution as necessary.

Deliverables

- Draft and Final RFQ

301.3 – Develop RFP

DP shall assist the CITY in developing an RFP and supporting documents (together the RFP Package) for the Consent Decree Wet Weather Treatment Facilities progressive design-builder teams to use in guiding preparation of their proposals/bids. The RFP Package will provide an outline of the requirements for the Project and will include the Project Technical Requirements developed in sub-task 202.

The RFP Package will include additional supporting documents as follows:

- Progressive Design-Build Contract - Provided by the CITY
- General Conditions - Provided by the CITY
- General Requirements (Division 01 Specifications) – DP shall assist the CITY in modifying its existing General Requirements documents as appropriate for a PDB project and basis for competitive and contractual pricing (See task 630.1.4).
- Preconstruction Services scope - DP shall assist the CITY in development of the preconstruction services scope that may serve as a basis for competitive and contractual pricing of the project and basis of the first phase of design-build services (See task 630.1.4).
- Project Technical Requirements (BODR and any other related reference documents) – Developed by the DP with input and review by the CITY (see task 620.2).

The DP will provide a draft of the RFP to the CITY for review and comment prior to finalizing. The DP will also provide Confidential Meeting guidelines to the CITY for review and comment.

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DP will facilitate one four-hour RFP workshop attended by CITY staff (and other project stakeholders as required) to review and discuss the draft RFP document. DP will incorporate comments and necessary revisions on the draft RFP into a final RFP document and provide to the CITY in electronic format for advertising, posting and distribution as necessary.

Deliverables

- Draft and Final RFP

301.4 – Develop Design-Build Contract Exhibits

DP will develop the supporting exhibits for the draft design-build contract that are needed for the basis of obtaining design-builder pricing as well as establish project requirements. These are anticipated to complement the contract and include the Division 01 specifications, the Preconstruction Services scope of work, and cost model requirements that eventually form the design-builder's guaranteed maximum price. DP will submit draft documents to the CITY and meet to discuss comments. Final documents will be submitted that incorporate CITY comments. DP anticipates these documents will be issued with the draft design-build contract in the RFP Package.

301.5 – RFQ Phase Support

DP shall provide assistance with advertisement of the RFQ documents. This will include responding to design-builder team inquiries. DP will coordinate responses through CITY procurement based on established CITY procurement protocol. The DP will prepare for and participate in one two-hour Design-Builder team outreach meeting (Pre-SOQ Meeting) with the potential design-builder teams. Meeting agenda will include an item to describe the SOQ submittal requirements, anticipated proposal submittal requirements, the evaluation process, and other procurement attributes to the potential design-build teams in attendance.

The CITY may provide potential proposers the opportunity to tour the site following the pre-SOQ meeting. The CITY will host the site tour; DP will provide requested assistance by developing talking points for the tour and by attending the tour.

DP will respond to questions and provide information as requested by design-builder teams during the SOQ preparation period. If necessary, DP will prepare and issue up to three addenda to the RFQ, in conformance with CITY standards.

Upon the CITY's receipt of SOQs from candidate progressive design-build teams, the DP will provide assistance to the CITY in its review of SOQs for compliance with established requirements. DP will provide a matrix summary of strengths and weaknesses but will not participate in ranking or selection of the shortlisted teams invited to submit proposals. DP will facilitate one four-hour SOQ review workshop to discuss the findings of the CITY's evaluation of the SOQ submittals. It is assumed that no more than six SOQs will be reviewed by the DP. If CITY desires, DP will participate in up to six two-hour interviews over the period of two days of the prospective progressive design-builder teams that submit an SOQ.

Deliverables

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- Responses to bidder questions.
- Assistance with Pre-SOQ Meeting agenda and presentation materials.
- Draft addenda (up to 3), as required, for City's issuance.
- Summary of review of submitted SOQ's.

301.6 – RFP Phase Support

DP shall assist the CITY in distribution of the RFP to shortlisted progressive design-build teams, if requested.

DP shall assist the CITY in developing responses to inquiries from shortlisted proposers, maintaining a log of questions and responses, and issuing up to five addenda, in conformance with CITY standards, as appropriate to interpret, clarify, or expand on the information contained within the RFP Package.

The CITY may elect to conduct confidential meetings with each shortlisted progressive design-build team prior to the proposal submittal. These meetings would be focused on proposed technical approaches to project implementation as well as potential deviations from the draft Progressive Design-Build Contract provided in the RFP. The DP will participate in up to three (3) pre-proposal confidential meetings per team, each lasting up to three hours. It is assumed that these meetings will be scheduled to occur over two consecutive days. Up to four members of the DP team may participate in the confidential meetings including an operability specialist and process engineer. The DP shall assist CITY in preparing for these confidential meetings and attend each meeting, if requested.

It is expected that the CITY will conduct individual interviews with some or all of the shortlisted progressive design-build teams following the proposal submittal. These interviews would be focused on the proposed project team and its approach to project implementation. DP will participate in up to three post-proposal interviews, each lasting up to four hours. Up to four members of the DP team may participate in the interviews. It is assumed that these meetings will be scheduled to occur over a three-day period. The DP shall assist the CITY in preparing for these interviews and will participate in each of the interviews in an advisory capacity, if requested.

Upon receipt of proposals from shortlisted progressive design-build teams, DP shall provide assistance to the CITY in the review of documents for basic compliance with established requirements and will help identify deviations from the Indicative Design. The CITY will make its assessment of each proposer's approach to project execution. The submittals will be scored and ranked by the CITY based on the criteria contained in the RFP.

It is anticipated that the DP will review up to three proposals against the following criteria and will provide the CITY with a memorandum summarizing key differences in the proposed approaches to each of these criteria:

- Risk – DP shall review the project approaches with the goal of identifying areas where the risk profile of the proposed project may differ from the Indicative Design and provide a summary of key risk considerations associated with the proposed approach.

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- Cost – DP shall, in cooperation with the CITY's PM, review the Technical Proposals and catalogue significant deviations from the Indicative Design that may significantly impact the total cost of the project.

Following opening of the technical proposals, the DP will also review the separately sealed cost proposals submitted by each shortlisted proposer for conformance with the RFP requirements. The DP's assistance with cost evaluation is solely to assist the CITY with evaluating the differences between the cost proposals received and does not include analysis regarding the accuracy or appropriateness of the proposals received. The PDB teams are solely responsible for the accuracy and content of their proposals. The DP will provide other cost review support and analysis, as requested and specifically agreed between the CITY and the DP, as an Optional Service.

Based upon the evaluation conducted in the prior task, the CITY will score each proposal. It is anticipated that the CITY will lead and perform any progressive design-builder selection activities. If the CITY requires a justification memorandum to support its selection (e.g., lowest ultimate cost), the DP, at the request of the CITY, will provide support information developed in previous subtasks to the CITY for inclusion in its recommendation documentation, but will not write or provide direct input into the justification memorandum.

Deliverables

- Responses to bidder questions.
- Draft addenda (up to 5), as required, for City's issuance.
- Summary memo of review of submitted proposals.
- Justification memo, if requested.

301.7 – DB Negotiations Support

It is anticipated that the CITY will conduct contract negotiations with the selected progressive design-builder. The DP will provide support to the CITY in its review of documents for basic compliance with established requirements. DP will also participate in up to three two-hour CITY pre-negotiation strategy meetings via Teams. It is anticipated that there will be up to three contract negotiation meetings, each lasting up to two hours. DP shall prepare a memorandum summarizing each of the meetings.

Deliverables

- Summary memo of negotiation meetings, as requested.

IV. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services listed above will be classified as Optional Services. DP's contract maximum upper limit for compensation includes an additional allowance amount of **$200,000.00** to the original contract amount for Optional Services not yet authorized by CITY that may be required throughout the course of the WORK. Optional Services will include those items listed in the original contract in addition to the following, but not limited to:

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A. Preliminary Assessment of Emergency Bypass Power.

B. Supplemental Field Investigations.

C. OA Preconstruction Services for Grit Progressive Design-Build Project.

D. Meetings with local, State, or Federal agencies beyond those contemplated under the Basic Scope of Services.

E. Appearances at public hearings or before special boards beyond those contemplated under the Basic Scope of Services.

F. Special Consultants or independent professional associates requested or authorized by CITY.

G. Development of the transient plan (Startup and Commissioning) and Project Acceptance Methodology.

H. Startup and Commissioning assistance such as post final competition operations assistance, development of Standard Operating Procedures (SOPs), collecting new assets for entry into WSD's computerized maintenance management system (CMMS), collection and entry of preventative maintenance (PM) into WSD's CMMS, develop recommended backups for WSD to have on hand, develop failure defense plans (failure modes effects analysis), develop recommended key performance indicators (KPI), development of operations shift sheet, recommended placement of laminated SOPs, process training, training of each of WWTD's maintenance group, duty station training/assistance during handover, electronic O&M consolidating training and other information, and controls programming testing.

I. Creation of AutoCAD or BIM as-builts.

J. Completing an additional Site Survey.

K. Observing factory acceptance tests and/or field retesting of equipment that fails to pass the initial test.

L. Provision, through a subcontract, of laboratory and field testing required during construction and of any special reports or studies on materials and equipment requested by CITY beyond those testing activities identified in the Basic Services.

M. Services for making revisions to drawings and specifications made necessary by the acceptance of substitutions proposed by the CONTRACTOR; and services after the award of the construction contract for evaluating and determining the acceptability of substitutions proposed by the CONTRACTOR.

N. Special reports requested by CITY concerning facilities operation and personnel matters during the operation startup period.

O. Revision of previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes in laws, rules, regulations ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, documents or designs; or are required by any other causes beyond DP's control.

P. Evaluation of unusually complex or unreasonably numerous claims submitted by the CONTRACTOR or others in connection with the Work.

Q. Acceleration of the progress schedule involving services beyond normal working hours

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R. Further development and verification of Envision™ credits through conceptual to final design.

S. Services for making revisions to Construction Contract Documents and project rebidding arising from actual bids prices being greater than CITY's budget.

T. Services resulting from significant delays, changes or price increases caused directly or indirectly by shortages of materials, equipment, or energy.

U. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.

V. Assist the CITY in feasibility analysis and design of water reuse unit process and conveyance. Assist KC Water in setting up a water reuse utility.

W. Assisting CITY with appraisal and/or acquisition of additional easements or re-zoning.

X. Revising Contract Documents or assisting with re-bidding the Project due to actual bid prices being greater than the CITY's budget.

Y. Special inspections as dictated by any adopted building code or amendment thereto of the City of Kansas City, Missouri.

Z. Phase 1 and 2 environmental, survey work, and negotiations for property acquisition.

AA. Any electrical site utilities located outside of the plant site or any special studies, arc flash calculations, reports or other items requested by governmental agencies are not provided as part of the Basic Scope of Services, but will be considered as Optional Services, should they be required and authorized by the City.

BB. Commissioning and Startup Assistance.

CC. Changes in the general scope, extent, design, or character of the Project, including, but not limited to:

1. Changes in size or complexity;
2. Method of financing or availability of funding;

DD. Additional work necessary for WWTD to fulfill its commitments.

EE. Assistance in evaluating and completing Developer RFI, development of project limits, and other development support.

FF. Flood plain mitigation

GG. Evaluation of odor control for equipment protection.

HH. Additional DP support services to support Envision™ verification

II. EE. 30% Design

JJ. Final Design

KK. Bidding Services

LL. Construction Phase Services

MM. Stormwater Flow Modeling and Assessments.

NN. Existing conditions BIM development.

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OO. Boundary or ALTA survey.

PP. Easement preparation or review of title reports.

QQ. Primary effluent reuse evaluation and design.

RR. Envision™ Memorandum.

SS. Emergency Backup Power 20% Design for FPDB.

TT. Task 205 – Antidegradation Analysis and Report

V. CITY'S RESPONSIBILITIES

CITY will furnish, as required by Basic Services and not at the expense of the DP, the following items:

A. The CITY hereby commits to review deliverables and provide comments within fourteen (14) calendar days after receipt of deliverables from DP. CTY will endeavor to provide consolidated written review comments to DP within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by DP no more than fourteen (14) calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.

B. Provide assistance by placing at DP's disposal available information pertinent to the assignment, including previous reports, drawings, specifications, O&M records and any other data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by DP.

C. CITY's Project Manager will provide the services of at least one CITY employee who has the right of entry to and knowledge of the existing facilities. Site visits will be required on multiple occasions over the course of the Project.

D. CITY's Project Manager will coordinate meetings between City staff and the DP.

E. Operate all existing equipment, valves or other systems necessary for functional or performance testing required by DP.

F. Provide an Electrician during field investigations to open electrical equipment and feeders to verify sizes where required.

G. Obtain property title searches and title reports, and purchasing property if needed for construction of new facilities.

H. Provide DP with private property access agreements with current property owners to perform field investigations.

I. CITY will coordinate underground utility location and provide DP with that information.

J. CITY to provide on-site staff to assist with identifying utility locations.

K. Notify CITY personnel of scanning activities.

L. Bidding Services. CITY will provide the following bidding phase services:
   1. Prepare agenda and conduct the pre-bid conference.
   2. Advertise project Construction Contract Documents, including addenda.
   3. Prepare Bid Tabulation. Provide copies of bids to DP for evaluation.
   4. The CITY will reproduce, and submit Construction Contract Documents and construction permit application to MDNR for approval. City shall pay for all permit

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fees.

(End of Scope of Services)

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ATTACHMENT B

ELECTRONIC DATA REQUIREMENTS

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ATTACHMENT B

ELECTRONIC DATA REQUIREMENTS

A. Kansas City Plan Room - Electronic Format Requirements and Naming Conventions

1. In addition to other deliverables included in this Contract, items listed below are requirements to accommodate posting bids documents, plans and specifications on the Kansas City Plan Room.
2. Prime Design Professional/Consultant and Sub-Consultants shall adhere to the following electronic format requirements and use the naming conventions as set out below:
   a. **Drawings/plans**
      (1) Drawings/plans should be rendered as 200-300 dpi **PDF Format** images. No files may be larger than 5 megabytes in size. Plans/Drawings numbering should follow Form 00015 List of Drawings.
      (2) File names may not include any symbols such as **< > : . " / \ | ? ' & # % ^ * ( ) [ ] { } +**
      (3) FILE NAMES: Plans/Drawings numbering should follow Form 00015 List of Drawings. All plans should be named in the following manner: three digit sequential number-brief descriptor. For example: 001-Cover.**pdf** or 002-arc1.**pdf**
   b. **CSI specification sections (project manuals)**
      (1) CSI specification sections should be named by division, using DIV as a prefix. For example:
         (a) DIV01.PDF (Technical, Project Specific)
         (b) DIV02.PDF
         (c) DIV03.PDF
   c. Summary:
      (1) Division 00 and 01 in Microsoft Word or Excel
      (2) Division 2-16 in PDF Format
      (3) Completed document originals of Plans and Diagrams of project must be submitted as 200-300 dpi **PDF Format** images.

B. Contract Information Management System - Project Web Requirements

1. The City will utilize a web based contract information management system/project management tool in the administration of this Contract. This web based application database is a collaboration tool selected and provided by City, which will allow all project team members continuous access through the Internet to important contract/project data as well as up to the minute decision and approval status information.
2. Design Professional shall provide and shall require its sub-consultants to provide its management personnel assigned to this Contract with access to personal computers and the Internet on a daily basis.
3. Design Professional shall conduct Project controls, outlined by the City utilizing the web based application database selected and provided by City. **This designated web based application database will be provided by the** Design Professional to its sub-consultants. No additional software will be required. City will assist Design Professional in providing training of sub-Consultant's personnel.

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4. Design Professional shall have and shall require its sub-consultants the responsibility for visiting the Project web site on a daily basis, and as necessary to be kept fully appraised of Contract/Project developments, for correspondence, assigned tasks and other matters that transpire on the site.
    a. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Variation Directives, Potential Variation Orders, Variation Order Requests, Variation Orders, and the like.
    b. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests and required documentation will be submitted in digital format via the web based application database selected and provided by City.

C. Electronic File Requirements – Closeout

1. All documents (including as-built drawings) shall be converted or scanned into the Adobe Acrobat (.PDF) file format and uploaded to the web based application database selected and provided by City.
2. In addition to the standard closeout submittal requirements detailed elsewhere in the Contract Documents, the Prime Design Professional/Consultant and Sub-Consultants shall also submit all closeout documents including but not limited to all "As-Built Drawings", catalog cuts and Owner's Operation and Maintenance manuals in digital format.

D. Project Management Communications - Construction

1. The Contractor shall use the Internet web based contract information management system/project management communications tool selected and provided by City, and protocols included in that software during the term of this Contract. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.
2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited.
3. Training: City's software service provider will provide a group training sessions scheduled by City, the cost of which is included in the initial user's fee. Users are required to attend the scheduled training sessions they are assigned. Requests for specific scheduled classes will be on a first come first served basis for available spaces. Companies may also obtain group training from City's software service provider at their own expense.
4. Support: City's software service provider will provide on-going support through on-line help files.
5. Project Archive: The archive shall be available to each team member at a nominal cost. The archive set will contain only documents that the firm has security access to during

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construction. All legal rights in any discovery process are retained. Archive material shall be ordered from City's software service provider.

6. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.
7. Purpose: The intent of using a project management communication tool is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files.
8. Authorized Users: Access to the web site will be by individuals who are licensed users.
   a. Individuals may use the User Application included in these specifications or may request the User Application.
   b. Authorized users will be contacted directly by the web site provider, who will assign the temporary user password.
   c. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.
9. Administrative Users: Administrative users have access and control of user licenses and all posted items. **DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!** Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).

E. KC Water Digital Data Submittal Standard

Purpose

In an effort to streamline the process of updating KC Water's Geographic Information System (GIS), KC Water is requiring digital copies of the "Approved for Construction" drawings and "Construction Record Drawings".

Information is to be provided in a format that adheres to the requirements outlined below.

1. **Required Submittals Types**
   a. **Approved for Construction Drawings**

      Prior to the release of the project for construction (Notice to Proceed), digital copies of the Approved for Construction Drawings must be provided to the KC Water project manager. CAD and PDF files shall be provided along with a hard copy of the record drawings.

      If a change in the hard copy prints is requested then the digital files shall be revised and resubmitted to ensure that all changes are reflected in both the hard copy and digital versions of the files.

      (1) KC Water projects require a digital copy of the CAD file used to generate the Approved for Construction Drawings.

      (2) The delivered CAD files must follow the KC Water CAD file standards. A CAD template file will be provided by KC Water's project manager at the start of the

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project along with a description of the CAD layers and object data elements that are required to be in the CAD file.

2. **Submittal Specifications**
   a. All submitted CAD files must be spatially referenced to the North American Datum (NAD) 1983 State Plane Missouri West FIPS 2403 US Feet coordinate system. All CAD files shall be submitted in AutoCAD .dwg format with information drawn on the approved CAD layers.
   b. All CAD files shall be submitted with the object data tables included in the CAD template populated.
   c. In the case of an incomplete submission the digital copies may be returned for correction with comments.
3. **Questions/Technical Support**
   In the instance of a technical error, question, or discrepancy in the process please contact:

   GIS Manager
   Water.GIS@kcmo.org

4. **CAD Layers and Object Data Tables:**
   The general layout CAD file must have the required object data elements populated. All object data elements per asset type shall be populated.

   For a list of the required CAD layers, object data tables, and attribute codes, please reference the current version at the time of contract award of the Kansas City Water Services Department (KCWSD) CAD Design Standards and Specifications.

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ATTACHMENT C

ENGINEER FEE SUMMARY AND SCHEDULE OF POSITION CLASSIFICATIONS

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ATTACHMENT C - FEE ESTIMATE

PROJECT TITLE: **High Rate Treatment: Blue River WWTP**
Conceptual (10%) Design

Project No. 81001048

Duration: 12 Months Precon

			CAROLLO														PARSONS					
			Wayne Miller	John Fraser	Maya Turner	Garrett Sheehan	Ryan Rossell	Jason Garside	Jason Rozgony	Brian Clow	Shaun Blair	Mehul Soni	Lois Arku	0	Brad Schroeder	Hannah Fodor	Sara McPhail	TBD	Gina Boucher / Erin Barham	Kaley Wells	Jason Parson	Gallick	Willis	Walton
			Principal In Charge	Technical Advisor	Prj Manager	Facility Plan Lead	Technical QC Lead I	Alternative Delivery Advisor/QC	Cost Estimator	Professional Advisor	Professional	Professional	Assistant Professional	Assistant Professional	BIM/CADD Lead	Procurement/OA Lead	Admin Assist	Construction Manager	Public Outreach Lead	Public Outreach Assist	Communications Manager	Site/Civil/Survey Prj Manager	Utility Coordinator	GIS/Office/Survey Tech
	Direct Hourly Rates		***$126.06***	***$129.59***	***$86.45***	***$100.75***	***$67.82***	***$112.91***	***$105.54***	***$99.22***	***$78.53***	***$60.33***	***$41.06***	***$0.00***	***$70.15***	***$80.63***	***$28.51***	***$93.15***	***$46.98***	***$34.12***	***$60.73***	***$78.48***	***$45.61***	***$34.77***
Task Series 100 - Project Management and Administration																								
101	Project Management Services		192	48	480	0	0	0	0	0	0	0	0	0	0	0	0	0						
102	Monthly Invoicing and Project Status Report		30	0	36	0	0	0	0	0	0	0	0	0	0	0	0	0						
103	Subconsultants Agreements and Administration		32	0	64	0	0	0	0	0	0	0	0	0	0	0	0	0						
104	Quality Control		0	40	16	0	0	0	0	120	0	0	0	0	0	0	0	0						
105	Project Kickoff Meeting		4	12	24	24	0	0	0	0	0	24	12	0	0	4	0	0						
106	Progress Meetings (1 per month)		12	12	24	18	0	0	0	0	0	0	0	0	0	0	0	0						
	Subtotal - Task Series 100 - Project Management and Administration		**270**	**112**	**644**	**42**	**0**	**0**	**0**	**120**	**0**	**24**	**12**	**0**	**0**	**4**	**0**	**0**						
Task Series 200 - Conceptual (10%) Design																								
201	Delivery Analysis & Exp of Contractor Pool		4	12	4	4	0	0	0	0	0	0	0	0	0	0	0	4	24	24	2	0	0	0
202	Basis of Design (assumes PDB)		68	236	190	344	24	0	60	109	80	512	444	0	256	90	128	86	32	40	1	26	52	28
	202.1	*Conceptual Design Workshop*	*8*	*24*	*18*	*24*	*0*	*0*	*0*	*0*	*0*	*40*	*16*	*0*	*0*	*8*	*8*	*2*	*16*	*16*	*0*	0	0	0
	202.2	*Conceptual Design Drawings*	*16*	*40*	*40*	*64*	*0*	*0*	*0*	*16*	*16*	*80*	*44*	*0*	*80*	*16*	*16*	*16*	*0*	*0*	*0*	12	24	12
	202.3	*Conceptual Design BIM*	*8*	*24*	*24*	*48*	*0*	*0*	*0*	*12*	*24*	*120*	*120*	*0*	*160*	*24*	*16*	*24*	*0*	*8*	*1*	8	12	8
	202.4	*Probable Construction Costs (Capital AACE Class 4)*	*4*	*24*	*12*	*32*	*0*	*0*	*48*	*16*	*8*	*24*	*48*	*0*	*0*	*4*	*4*	*16*	*0*	*0*	*0*	4	4	8
	202.5	*Draft BODR*	*8*	*32*	*24*	*60*	*16*	*0*	*0*	*24*	*20*	*120*	*120*	*0*	*8*	*16*	*40*	*12*	*0*	*0*	*0*	2	12	0
	202.6	*Conceptual Design Review Workshop*	*4*	*12*	*12*	*16*	*0*	*0*	*0*	*1*	*0*	*24*	*16*	*0*	*0*	*2*	*4*	*0*	*16*	*16*	*0*	0	0	0
	202.7	*Final BODR w/Final Conceptual Design Docs*	*8*	*40*	*20*	*60*	*8*	*0*	*0*	*24*	*12*	*80*	*80*	*0*	*8*	*8*	*40*	*12*	*0*	*0*	*0*	0	0	0
	202.8	*Alternative Technical Concept Design TM*	*12*	*40*	*40*	*40*	*0*	*0*	*12*	*16*	*0*	*24*	*0*	*0*	*0*	*12*	*0*	*4*	*0*	*0*	*0*	0	0	0
203	Geotech Investigation		4	12	20	24	4	0	0	12	0	24	24	0	8	4	1	12	0	0	0	2	0	0
204	HEC-RAS modeling of Blue River		1	6	4	12	40			6		40	40	0			4		4	4	0	1	0	0
205	Anti-Deg Analysis & Report (OPTIONAL SERVICE)		0	2	4	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
206	SRF Assistance		8	0	80	24	0	0	0	6	0	40	24	0	0	4	24	0	0	0	0	0	0	0
207	Fiber Loop Design		2	2	48	25	0	0	24	16	40	12	12	0	40	2	16	8	12	12	2	2	0	0
208	Other Review Workshops (Assumes 1 in-person; 2 virtual)		24	40	40	40	0	0	0	4	4	86	86	0	0	6	6	0	8	8	0	0	0	0
	Subtotal - Task Series 200 - Conceptual (10%) Design		**111**	**310**	**390**	**481**	**68**	**0**	**84**	**153**	**124**	**714**	**630**	**0**	**304**	**106**	**179**	**110**	**80**	**88**	**5**	**31**	**52**	**28**
Task Series 300 - OA Services - PDB Preconstruction Oversight																								
301	PDB Procurement																							
	301.1	Procurement Planning	2	2	12	0	0	8	0	0	0	2	0	0	0	60	0	0	8	8	1			
	301.2	Develop RFQ	2	4	12	4	0	12	0	0	0	4	0	0	0	100	8	4	0	0	0			
	301.3	Develop RFP	2	4	12	8	0	24	8	4	0	8	0	0	0	100	8	0	0	0	0			
	301.4	Develop Exhibits (Div 01, Precon Scope, Cost Model reqmts)	0	2	8	4	0	24	0	4	0	4	0	0	0	80	16	40	12	12	1			
	301.5	RFQ Phase Support	2	0	24	4	0	40	0	16	0	4	0	0	0	80	8	0	4	4	1			
	301.6	RFP Phase Support	16	8	40	24	0	60	0	16	0	0	0	0	0	100	8	0	4	4	1			
	301.7	DB Negotiations Support	8	8	24	12	0	12	0	8	0	0	0	0	0	24	0	0	4	4	1			
	Subtotal - Task Series 300 - OA Services - PDB Preconstruction Oversight		32	28	132	56	0	180	8	48	0	22	0	0	0	544	48	44	32	32	5			
Total Manhours			**413**	**450**	**1166**	**579**	**68**	**180**	**92**	**321**	**124**	**760**	**642**	**0**	**304**	**654**	**227**	**154**	**112**	**120**	**10**	**31**	**52**	**28**
Total Labor Costs			**$158,275**	**$177,282**	**$306,447**	**$177,331**	**$14,020**	**$61,782**	**$29,517**	**$96,818**	**$29,601**	**$139,387**	**$80,133**	**$0**	**$64,832**	**$160,298**	**$19,677**	**$43,609**	**$15,995**	**$12,446**	**$1,846**	**$7,396**	**$7,210**	**$2,960**
																		$1,559,009			**$30,287**			

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	TREKK							TALIAFERRO & BROWNE					CUSTOM ENGINEERING								TSi GEOTECHNICAL			
	Misc.	Mike Shirk	Willis	Travis Biddinger	TBD	Misc.	Torres	Regan Brotherton	Mike Looney	Mike Looney	R Hafner	B Yegezu	Bruce Helmer	Craig Brewster	Angela Jones	Maurice Bass	Jeremy Walker	Maurice Bass	Kirsten Moore	TBD	Andrew DeClue	TBD	TBD	TBD
	LIDAR Crew	Prof	Utility Coordinator	Prof Land Surveyor	Survey Party Chief	Survey Crew	Admin Assist	Envision Lead	T&B PM	Engineer VIII - Civil	Engineer VII - Struc	Engineer V - Struc	Principal Plumbing/HVAC	Principal Electric	Project Manager	Project Manager	Mech Eng 2	Elec Engr	BIM Coordinator	Mech Prj Assist	Geotechnical Prof	Geotechnical Assist Prof	Geotechnical Sr Tech	Geotechnical Tech
	$291.94	*$58.39*	*$45.61*	*$69.08*	*$42.46*	*$69.87*	*$39.73*	*$41.55*	*$68.12*	*$68.12*	*$62.90*	*$48.87*	*$58.39*	*$68.30*	*$68.68*	*$60.80*	*$49.90*	*$60.80*	*$25.29*	*$0.00*	*$74.31*	*$58.39*	*$40.34*	*$28.66*
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	66	16	24	24	12	24	28	16	23	110	126	130	9	17	0	28	140	152	40	0	11	12	6	0
	0	0	0	0	0	0	0	*2*	*2*	*6*	*6*	*6*	*0*	*0*	*0*	*4*	*8*	*8*	*0*	*0*	*0*	*0*	*0*	*0*
	0	8	24	12	12	24	12	*2*	*4*	*24*	*40*	*40*	*2*	*4*	*0*	*4*	*24*	*40*	*0*	*0*	*2*	*0*	*0*	*0*
	54	0	0	0	0	0	0	*0*	*8*	*12*	*24*	*24*	*2*	*4*	*0*	*4*	*24*	*12*	*40*	*0*	*0*	*0*	*0*	*0*
	12	0	0	0	0	0	8	*2*	*1*	*24*	*12*	*12*	*1*	*1*	*0*	*4*	*16*	*24*	*0*	*0*	*1*	*4*	*0*	*0*
	0	8	0	12	0	0	8	*4*	*4*	*20*	*20*	*24*	*2*	*4*	*0*	*4*	*40*	*40*	*0*	*0*	*2*	*8*	*4*	*0*
	0	0	0	0	0	0	0	*2*	*2*	*8*	*8*	*8*	*0*	*0*	*0*	*4*	*12*	*12*	*0*	*0*	*2*	*0*	*2*	*0*
	0	0	0	0	0	0	0	*4*	*2*	*16*	*16*	*16*	*2*	*4*	*0*	*4*	*16*	*16*	*0*	*0*	*4*	*0*	*0*	*0*
	0	0	0	0	0	0	0	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
	0	0	0	8	8	8	0	0	2	12	8	8	0	0	0	0	0	0	0	0	12	40	24	24
	0	0	0	4	8	8	0			2					0					0				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	8	8	8	8	4	0	24	16	12	2	12	0	8	0	60	0	0	2	12	8	0
	0	0	0	0	0	0	0	2	0	12	0	0	0	0	0	2	16	16	0	0	0	0	0	0
	66	**16**	**24**	**44**	**36**	**48**	**36**	**22**	**25**	**160**	**150**	**150**	**11**	**29**	**0**	**38**	**156**	**228**	**40**	**0**	**25**	**64**	**38**	**24**
	66	**16**	**24**	**44**	**36**	**48**	**36**	**22**	**25**	**160**	**150**	**150**	**11**	**29**	**0**	**38**	**156**	**228**	**40**	**0**	**25**	**64**	**38**	**24**
	$58,576	**$2,840**	**$3,328**	**$9,241**	**$4,647**	**$10,195**	**$4,348**	**$2,779**	**$5,177**	**$33,134**	**$28,683**	**$22,282**	**$1,953**	**$6,021**	**$0**	**$7,024**	**$23,662**	**$42,142**	**$3,075**	**$0**	**$5,648**	**$11,360**	**$4,660**	**$2,091**
							$110,740					**$92,055**							**$83,876**					**$23,759**

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MCCURDY ENGR			ENVIRONMENTAL ADVISORS AND ENGRS						KMB						
Kevin McCurdy	Amy McCurdy	Vernon Koch	Doug Swift	Amanda Augustine	Samatha Floyd	Alex Hansen	James Flickbohm	TBD	Kathy Buechler						
Constructability Lead I	Design Engineer	Engineering Technician	Senior Architect	Staff Architect	Admin Assist	Engineering Technician	Senior CAD Tech	Architect Admin	I&C Engineer	Travel	Other Direct Costs	Manhours	Total Labor	Total Fee	
$52.08	*$57.48*	*$44.92*	*$68.99*	*$53.30*	*$35.20*	*$27.84*	*$39.85*	*$31.85*	*$84.06*						
										$ -	$ -	720	$ 218,644	$ 218,644	
										$ -	$ -	66	$ 20,958	$ 20,958	
										$ -	$ -	96	$ 29,084	$ 29,084	
										$ -	$ -	176	$ 56,157	$ 56,157	
										$ 3,600	$ -	104	$ 26,799	$ 30,399	
										$ 250	$ 220	66	$ 21,147	$ 21,617	
										$ 3,850	**$ 220**	**1,228**	**$ 372,788**	**$ 376,858**	
4	0	0	0	0	0	0	0	0	0	$ 3,600	$ -	82	$ 16,589	$ 20,189	
80	8	0	50	114	29	64	64	20	72	$ 12,350	$ 8,000	4,321	$ 937,668	$ 958,018	
24	*2*	*0*	*8*	*8*	*0*	*0*	*0*	*0*	*8*	$ 4,200	$ 2,500	*272*	*$ 57,647*	*$ 64,347*	
12	*1*	*0*	*12*	*24*	*0*	*32*	*0*	*0*	*12*	$ 250	$ -	*863*	*$ 177,844*	*$ 178,094*	
16	*1*	*0*	*12*	*32*	*0*	*32*	*64*	*12*	*8*	$ 100	$ -	*1,026*	*$ 228,642*	*$ 228,742*	
12	*1*	*0*	*8*	*16*	*16*	*0*	*0*	*8*	*12*	$ 3,600	$ 3,500	*451*	*$ 106,628*	*$ 113,728*	
0	*0*	*0*	*4*	*18*	*8*	*0*	*0*	*0*	*12*	$ -	$ -	*760*	*$ 150,486*	*$ 150,486*	
8	*2*	*0*	*2*	*4*	*1*	*0*	*0*	*0*	*8*	$ 4,200	$ 2,000	*208*	*$ 41,147*	*$ 47,347*	
8	*1*	*0*	*4*	*12*	*4*	*0*	*0*	*0*	*12*	$ -	$ -	*541*	*$ 115,001*	*$ 115,001*	
0	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	$ -	$ -	*200*	*$ 60,272*	*$ 60,272*	
8	1	0	0	0	0	0	0	0	2	$ 200	$ 16,200	316	$ 64,184	$ 80,584	
4										$ -	$ 1,400	188	$ 36,050	$ 37,450	
0	1	0	0	0	0	0	0	0	0	$ -	$ -	15	$ 4,464	$ 4,464	
2	0	0	0	0	0	0	0	0	0	$ -	$ -	212	$ 46,961	$ 46,961	
60	2	0	4	8	0	0	0	0	160	$ 200	$ 5,000	701	$ 151,621	$ 156,821	
6	1	0	8	12	0	12	0	0	4	$ 4,150	$ 1,200	443	$ 95,627	$ 100,977	
164	**13**	**0**	**62**	**134**	**29**	**76**	**64**	**20**	**238**	**$ 20,500**	**$ 31,800**	**6,278**	**$ 1,353,164**	**$ 1,405,464**	
0	0	0								$ -	$ 500	103	$ 24,684	$ 25,184	
0	0	0								$ -	$ -	150	$ 37,910	$ 37,910	
0	0	0								$ 5,400	$ -	178	$ 46,628	$ 52,028	
0	0	0								$ -	$ 1,200	207	$ 49,758	$ 50,958	
4	1	0								$ 7,200	$ -	192	$ 49,868	$ 57,068	
8	1	0								$ 7,200	$ -	290	$ 80,382	$ 87,582	
4	1	0								$ 3,600	$ -	110	$ 30,593	$ 34,193	
16	3	0								**$ 23,400**	**$ 1,700**	**1,230**	**$ 319,825**	**$ 344,925**	
180	**16**	**0**	**62**	**134**	**29**	**76**	**64**	**20**	**238**	**$ 47,750**	**$ 33,720**	**8736**	**$ 2,045,777**	**$ 2,127,247**	
$28,495	**$2,796**	**$0**	**$13,003**	**$21,712**	**$3,103**	**$6,432**	**$7,753**	**$1,936**	**$60,819**						
		$31,291						**$53,941**	**$60,819**						

All Subconsultants	**$486,768**
Carollo Expenses	**$ 81,470**
Total Expense	**$568,238**

Optional Services	**$ 222,753**
Total Estimate	**$ 2,350,000**

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Attachment C - Schedule of Position Classifications
Project No. 81001048
Contract No. 1779
High Rate Treatment: Blue River WWTP

Labor Classification	Direct Hourly Rates
Principal	$ 105.00 - $ 140.00
Senior Project Manager	$ 100.00 - $ 135.00
Project Manager	$ 75.00 - $ 100.00
Senior Technical Advisor	$ 110.00 - $ 140.00
Technical Advisor	$ 75.00 - $ 110.00
Project Controls	$ 45.00 - $ 85.00
Technical QC Lead III	$ 95.00 - $ 125.00
Technical QC Lead II	$ 75.00 - $ 105.00
Technical QC Lead I	$ 55.00 - $ 85.00
Site Investigation Lead	$ 95.00 - $ 120.00
Alternative Delivery Advisor	$ 105.00 - $ 140.00
Cost Estimator	$ 75.00 - $ 125.00
Professional Advisor	$ 75.00 - $ 110.00
Senior Design Manager	$ 100.00 - $ 135.00
Supervising Professional	$ 75.00 - $ 100.00
Senior Professional	$ 70.00 - $ 115.00
Professional	$ 55.00 - $ 90.00
Staff Professional	$ 45.00 - $ 80.00
Assistant Professional	$ 35.00 - $ 70.00
Intern	$ 17.00 - $ 28.00
Engineer/Scientist/Other	$ 40.00 - $ 85.00
Supervising Designer	$ 70.00 - $ 95.00
Senior Designer	$ 65.00 - $ 95.00
BIM/CADD Lead	$ 60.00 - $ 95.00
Senior Technician	$ 35.00 - $ 90.00
Technician	$ 23.00 - $ 50.00
Engineering Technician	$ 40.00 - $ 70.00
Construction Manager	$ 80.00 - $ 110.00
Resident Project Representative	$ 40.00 - $ 95.00
Procurement/OA Lead	$ 65.00 - $ 95.00
Administrative Assistant	$ 20.00 - $ 40.00
Document Processing	$ 25.00 - $ 50.00

Expenses	
Subconsultants	At Cost
Outside Reproduction for Deliverables	At Cost
Local Transportation - Personal Vehicles	Current IRS Rate
Location Transportation - Fleet Vehicles	$0.75/mile
Lab Analysis/Field Services	At Cost
Pre-approved travel by out-of-town employees	At Cost

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ATTACHMENT D

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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ATTACHMENT D

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

CITY will provide licensed materials for Geographical Information Systems to be used for the project as follows:

Grant of License. CITY grants to DESIGN PROFESSIONAL and DESIGN PROFESSIONAL hereby accepts, upon the express terms and conditions contained in this Agreement, a non-exclusive License to use the information described herein in the form produced and maintained by the Geographical Information System produced and maintained by City.

License Materials. The materials licensed for use by DESIGN PROFESSIONAL under this Agreement are the forms which can be read or manipulated by computer of the geographical and physical characteristic information collected and assimilated in the records of City ("Licensed Materials").

Use of Licensed Materials. Subject to the terms, conditions and prohibitions of this Agreement, DESIGN PROFESSIONAL shall be entitled to use the information contained in the Licensed Materials to accomplish the scope of services provided by DESIGN PROFESSIONAL. At the completion of the Agreement, DESIGN PROFESSIONAL shall return all materials to the CITY, and shall permanently remove the Licensed Materials from any media used by DESIGN PROFESSIONAL. At the end of the Agreement, DESIGN PROFESSIONAL shall provide a written certification that all materials are returned and that all Licensed Materials, including copies, have been removed from the equipment or media of DESIGN PROFESSIONAL.

Transfer of Licensed Materials. This license is expressly nontransferable and DESIGN PROFESSIONAL shall not transfer any interest, entitlement or obligation under this Agreement to any other person or entity.

Data. The data and information contained in the Licensed Materials shall be those files and systems as recorded and existing as of the time DESIGN PROFESSIONAL requests the information.

Title. The custody and title and all other rights and interests in the Licensed Materials are and shall at all times remain with the CITY and with the Offices or officials of the CITY having official custody of the Licensed Materials.

Not Public Records. The database in the form of the Licensed Materials is proprietary, intellectual property of the CITY and shall not be considered or deemed as open, public records, except as provided in §256.670, RSMo. DESIGN PROFESSIONAL shall and hereby expressly agrees that it will, recognize the property interests of CITY and CITY agrees that it is not,

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pursuant to this License, a custodian of any open, public records, except as may exist pursuant to §256.670 RSMo.

Access to Materials. Pursuant to the terms and conditions of this agreement, DESIGN PROFESSIONAL shall be provided access to obtain the Licensed Materials in a periodic basis for the term of this Agreement. As provided in this Agreement, DESIGN PROFESSIONAL, shall be entitled to any Modifications, updates, renewals or additional data or information under the License granted by this Agreement.

Updated Material and Modifications. CITY shall in accordance with this Agreement and upon request of the DESIGN PROFESSIONAL provide to DESIGN PROFESSIONAL updates to or modifications of all or any specific parts of the data or information in the Licensed Materials. Any such updates or modifications provided by CITY shall be covered by and subject to each and all of the terms and conditions of this Agreement. Furthermore, upon completion or termination of this Agreement, DESIGN PROFESSIONAL, will provide to CITY in a compatible form, updated information developed during the execution of the Scope of Services provided by DESIGN PROFESSIONAL.

Data Contents. The data contained in the materials licensed by CITY to DESIGN PROFESSIONAL under this Agreement shall include that information necessary to allow DESIGN PROFESSIONAL to perform scope of services outlined in the Agreement.

Waiver. The waiver of any breach of any provision of this license shall not constitute a waiver of any subsequent breach of the same or other provisions of the Agreement.

Modifications. Any modification to the rights provided herein for licensed materials shall be in writing executed by each party.

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ATTACHMENT E

CREO KC DOCUMENTS

1. 00450 CREO KC 08: Contractor Utilization Plan & Request for Waiver
2. 00450.01: CREO KC Letter of Intent to Subcontract
3. 00460 CREO KC 10: Timetable for MBE/WBE Utilization
4. 00470 CREO KC 11: Request for Modification or Substitution
5. 01290.14: Contractor Affidavit for Final Payment
6. 01290.15: Subcontractor Affidavit for Final Payment

DRAFT

ATTACHMENT F

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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ATTACHMENT F

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

(Required for any contract with the City of Kansas City, Missouri in excess of $5,000.00)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20___, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the _____ (title) of _____ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired by the business entity to perform any work in connection with the contracted services. I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program.

I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

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I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

_____
Affiant's signature

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public

My Commission expires:

DRAFT

ATTACHMENT G

TRUTH-IN-NEGOTIATION CERTIFICATE

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ATTACHMENT G

Truth-In-Negotiation Certificate

City of Kansas City, Missouri Overflow Control Plan ("OCP")

Civil Action No. 4:10-cv-0497-GAF

STATE OF_____)
) ss.
COUNTY OF_____)

I, _____, having full authority to act on behalf of _____, do solemnly swear under oath to the following:

1. This Certificate is executed and given by the undersigned as a condition precedent to entering into a Design Professional Agreement with the City of Kansas City, Missouri for the project known as_____.

2. This Certificate shall be attached to and constitute an integral part of the above said Design Professional Agreement as provided in Part II, Sec. 24.

3. I certify under penalty of law that the wage rates, other factual unit costs, and expenses supporting the compensation for this Design Professional Agreement was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted, and that the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

4. The truth of the statements made herein may be relied upon by the City and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument.

_____
Signature of affiant

On this ____ day of _____, 20__ before me, _____, a Notary Public in and for said state, personally appeared ( ), known to me to be the person who executed the within affidavit, and acknowledge to me that he/she executed the same for the purposes therein stated.

_____
Notary Public My commission expires: _____

DRAFT

ATTACHMENT H

AFFIDAVIT OF COMPLIANCE WITH THE FEDERAL CONSENT DECREE

DRAFT

Affidavit of Compliance With the Federal Consent Decree Regarding the City of Kansas City, Missouri Overflow Control Plan ("OCP")

Civil Action No. 4:10-cv-0497-GAF

STATE OF MISSOURI)

) ss.

COUNTY OF)

I, _____, having full authority to act on behalf of _____, do solemnly swear under oath to the following:

I certify, under penalty of law, that the City has made an electronic copy of this Consent Decree available to this organization at the following web location: https://www.kcsmartsewer.us/home/showpublisheddocument/6428/637534718121930000. I further certify that the Consent Decree, along with appendices, have been reviewed in their entirety and that said review has been performed under my direction or supervision in accordance with a system designed to assure that qualified personnel properly evaluated and fully understand the information contained in this Consent Decree upon execution of any contract relating to such work, including, but not limited to, subcontractors, equipment providers, material suppliers, or sub-consultants.

DRAFT

_____

Signature of affiant

On this ____ day of _____, _____ before me, _____, a Notary Public in and for said state, personally appeared ( ), known to me to be the person who executed the within affidavit, and acknowledge to me that he/she executed the same for the purposes therein stated.

_____

Notary Public

My commission expires: _____

ATTACHMENT I

NON-CONSTRUCTION SUBCONTRACTORS LISTING

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ATTACHMENT I

Non-Construction Subcontractors Listing

Contractor shall submit Subcontractor information on this form prior to Subcontractor beginning Work. Contractor shall update this listing and keep it current for the life of the Contract.

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name:_____ Email:	Address:_____ _____ Phone:_____ Fax:_____
2.	Name:_____ Email:	Address:_____ _____ Phone:_____ Fax:_____
3.	Name:_____ Email:	Address:_____ _____ Phone:_____ Fax:_____
4.	Name:_____ Email:	Address:_____ _____ Phone:_____ Fax:_____
5.	Name:_____ Email:	Address:_____ _____ Phone:_____ Fax:_____
6.	Name:_____ Email:	Address:_____ _____ Phone:_____ Fax:_____
7.	Name:_____ Email:	Address:_____ _____ Phone:_____ Fax:_____
8.	Name:_____ Email:	Address:_____ _____ Phone:_____ Fax:_____
9.	Name:_____ Email:	Address:_____ _____ Phone:_____ Fax:_____
10.	Name:_____ Email:	Address:_____ _____ Phone:_____ Fax:_____

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Contractor – Company Name: _____
Submitted By: _____
Title: _____
Telephone No.: _____
Fax No.: _____
E-mail: _____
Date: _____

ATTACHMENT J

NON-CONSTRUCTION APPLICATION FOR PAYMENT

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NON-CONSTRUCTION
APPLICATION FOR PAYMENT

Project Number 81001048
Contract Number 1779
Project Title High Rate Treatment: Blue River WWTP

Final Payment ☐
Application Number: _____ Date:_____
Ordinance Number: _____ Ordinance Date:_____
City PO Number: _____

Design Professional/Contractor:
Legal Name _____
Mail Address: _____
City, ST Zip _____
Vendor Number _____
Application for Work Accomplished: From _____ To: _____
Name of Kansas City, MO Project Mgr: Raed Asfan

Original Contract Amount	[1]	$0.00		
Net by Amendments ___ through ___	[2]	$0.00		
Optional Services Amount in Contract	[3]	$0.00		
Net by Optional Services Authorizations ___ through ___	[4]	$0.00		
Unathorized Optional Services Amount Remaining (3-4)	[5]	$0.00		
Maximum Obligation Authorized ([1+2+4] - [3])			[6]	$0.00
Total Work Completed to Date			[7]	$0.00
Total Previous Payments			[8]	$0.00
PAYMENT DUE CONTRACTOR (7-8)			[9]	$0.00

Instructions to Design Professional/Contractor:

1. Complete and sign this Application and attach the following items: A) **documentation** of expenses (direct payroll, direct expenses, and sub-consultants) per contract (ie.services performed; actual salary of personnel for time charges directly to the project; and/or actual reasonable expenses incurred, AND, B) a photocopy of your most recent **00485.01 CREO KC MWBE Monthly Utilization Report** submitted to CREO KC Dept., if required by contract, AND C) Monthly Progress Report, if required by contract.
2. If this is the First application for payment and if Contract amount exceeds $150,000.00, then also attach proof of tax compliance (**Revenue Clearance Letter**).
3. If this is the Final application for payment, then also attach: **01290.14 Contractor Affidavit for Final Payment; 01290.15 Subcontractor Affidavit for Final Payment,** if required by contract; and proof of tax compliance (**Revenue Clearance Letter**).
4. Submit current insurance certificate for the following policies General Liability, Automobile, Workers Compensation and Professional Liability upon renewal.

5. Submit Application to:
Water Services Department
Raed Asfan, Project Manager
4800 E 63rd St
Kansas City, MO 64130

Contractor:

Submitted By: _____ Signature: _____ Date:_____
Phone: _____ Fax: _____ E-mail:_____

Kansas City:

Approved By: _____ Project Manager Date:_____

Approved By: _____ Director or Designee Date:_____

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